

EMPLOYEE COMPUTER LOAN GUIDELINES

AGREEMENT AND PROMISSORY NOTE

LOAN REQUIREMENTS AND GUIDELINES

- Maximum loan = \$1,200 (CPU, monitor, mouse, keyboard, and peripherals)
- Maximum peripherals = \$200 (i.e. printers, cabling, digital cameras, etc. included in the maximum loan amount)
- Proof of purchase required prior to loan being funded
- One year of full-time employment with the District to be eligible
- One loan every three years
- Two year interest-free loan = 52 biweekly payments

The District Governing Board of Yavapai College has agreed to make limited funds available for interest-free loans to full-time college employees for the purchase of a personal computer, computer components, and/or software for home use by the employee. These items may not be purchased by an employee for resale. Any computer purchased with these funds shall remain the property of the employee, subject to the promissory note of the College for this loan for the purchase price. The employee agrees that, if the employee defaults on the promissory note or otherwise breaches this agreement, the College may set off any wages or other monies, otherwise due and owing to the employee, towards payment of this loan, without any further notice.

The full-time employee listed below and Yavapai College hereby agree to the following terms and conditions for an interest-free loan from the college for the purchase of a personal computer, computer components and/or software as itemized on the attached listing or invoice(s) in the amount of \$_____ (not to exceed \$1,200). The loan is to be repaid by payroll deduction in 52 equal payments over two years in the amount of \$_____ each pay period.

All loan payments must be made within two years, or prior to the employee leaving the employment of Yavapai College, whichever comes first. The entire balance of the loan becomes due as of the last day of paid employment, if the employee terminates employment, voluntarily or involuntarily. The employee will have up to 30 days to pay the entire balance prior to collection action.

The College may retain any funds owing to the employee as a valid set off towards this loan, which may include any pay owing for work completed, any sick leave to be paid, or any vacation time accrued. The employee agrees to pay any and all legal and collection costs incurred by the college in collecting pursuant to this agreement or the promissory note.

Employee Name _____ SSN _____ - _____ - _____

Signature _____ Date _____

College Representative

Signature _____ Date _____

PROMISSORY NOTE

PRINCIPAL AMOUNT _____ DATE _____

FOR VALUE RECEIVED, _____
("Employee/Borrower") promises to pay to Yavapai College ("Employer/Lender") the principal sum of _____. It is the intent of the College to advance the principal sum to the Borrower at 0% interest rate to be repaid in accordance with the Employee Computer Loan Agreement signed this same date. The loan is to be repaid in payroll deductions in 52 equal payments over two years in the amount of \$_____ each payroll period. The entire balance of this loan is to be paid prior to the Employee/Borrower terminating employment, and the College will retain any and all funds owing to the Employee/Borrower that remain in the possession of the Employer/Lender if any amounts are outstanding when the Employee/Borrower gives notice of leaving, defaults, or otherwise fails to abide by this payroll deduction repayment agreement. Prepayments may be made at any time with no penalty. All payments prior to any default shall be applied to the principal.

The maker of this note agrees to pay for any and all costs of collection related to the Employee Computer Loan Agreement or this Promissory Note, including any sums due and payable on the original loan, attorney's costs and fees, investigator costs, or any other related costs to the extent permitted by law. Although this loan is being made to an Employee, as a community property state, the spouse is equally liable for any debt and has therefore signed this Note.

In addition, if the Employee/Borrower defaults under the terms of the Loan Agreement by failing to make payments by payroll deduction, interest shall begin to apply and accrue from the date of default at the rate of 10% per annum. This amount shall be added to the principal sum and any costs owing connected to any collection action.

This PROMISSORY NOTE shall be governed and enforced in accordance with the laws of the State of Arizona.

Employee/Borrower

Spouse of Employee, if applicable